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October 7, 2004

OCT 7 2004
RECEIVED

RECORDATION NO. 25235-F FILED

OCT 07 '04

4-46 PM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment Agreement, dated as of October 7, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, Chattel Mortgage being filed with the Board under Recordation Number 25235

The names and addresses of the parties to the enclosed document are:

Transferor: ACF Acceptance X LLC
620 North Second Street
St. Charles, Missouri 63301

Transferee: ACF Acceptance LLC
620 North Second Street
St. Charles, Missouri 63301

Mr. Vernon A. Williams
October 7, 2004
Page 2

A description of the railroad equipment covered by the enclosed document
is:

201 railcars: CCLX 52000 - CCLX 52200.

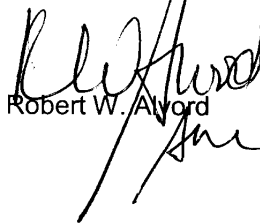
A short summary of the document to appear in the index is:

Bill of Sale and Assignment Agreement.

Also enclosed is a check in the amount of \$30.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,


Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO.

25235-F
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**BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION AGREEMENT**

SURFACE TRANSPORTATION BOARD

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of October 7, 2004, between ACF ACCEPTANCE X LLC, a Delaware limited liability company (the "Transferor"), and ACF ACCEPTANCE LLC, a Delaware limited liability company (the "Transferee").

WHEREAS: the Transferee and the Transferor desire to enter into this Agreement, in connection with the transfer of, among other things, the Equipment (as defined below), subject to the Lease (as defined below), from the Transferor to the Transferee; and

WHEREAS: the parties also desire to carry out the intent and purpose of the transfer of the Equipment by, among other things, the parties' execution and delivery of this instrument evidencing the assignment by the Transferor of all of its rights, title and interest in and to the Lease to the Transferee and the assumption by the Transferee of all of the Transferor's obligations under the Lease.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. For purposes of this Agreement, "Lease" means that certain Lease Agreement dated as of June 1, 2001 between the Transferor, as the lessor, and Corn Products International, Inc., as the lessee, (as amended by Lease Amendment No. 1 dated as of May 31, 2002, and as supplemented by Lease Supplement No. 1 dated as of June 11, 2001, Lease Supplement No. 2 dated as of July 24, 2001, Lease Supplement No. 3 dated as of August 31, 2001, Lease Supplement No. 4 dated as of November 1, 2001, Lease Supplement No. 5 dated as of May 31, 2002, and Lease Supplement No. 6 dated as of February 28, 2003) with respect to the railcars included in the Equipment and all other contracts for use of any one or more railcars included in the Equipment, including, without limitation, all extensions, renewals, supplements and modifications of any of the foregoing.

2. The Transferor hereby transfers, assigns, conveys, grants and sets over (collectively, "Transfers") to the Transferee, its successors and assigns forever, all of the Transferor's rights, title and interest as of such date in and to the Lease and under the documents attached as exhibits thereto in the form executed, as fully and entirely as the same would have been held and enjoyed by the Transferor as if this assignment had not been made.

3. The Transferor hereby Transfers to the Transferee all of the Transferor's right, title and interest in and to the special purpose railcars described on Schedule A hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances appertaining or attached thereto (the "Equipment").

{36800 / 1130 / 00516656 / 9/27/2004 /}

4. The Transferee accepts, assumes, takes over and succeeds to all of the Transferor's rights, title and interest as of such date in and to the Lease, subject to the rights of Lessee under the Lease, and the Transferee hereby covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of the Transferor under the Lease (but only to the extent it relates to the period from and after the date hereof), as if the Transferee were an original party thereto.

5. The Transferor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request and expense of the Transferee, the Transferor will promptly and duly execute and deliver, or cause to be executed and delivered, to the Transferee all such further instruments and take all such further action as may be reasonably requested by the Transferee to more effectively transfer, assign, convey, grant and set over the Lease to the Transferee.

6. The Transferee hereby covenants and agrees that, at the request and expense of the Transferor, it will hereafter execute any further assumptions or instruments of transfer or conveyance as may be reasonably requested by the Transferor to assume the Lease or to release the Transferor and its affiliates from their obligations under or on account of the Lease so long as such release will not prejudice the Transferee's rights, title and interest in and to the Lease.

7. The Transferor hereby warrants to the Transferee and its successors and assigns that, on the date hereof, the Transferor has, and at the time of delivery of the Equipment, the Transferor will have, good and marketable, legal and beneficial title to the Equipment and the Lease and good and lawful right to transfer the Equipment and the Lease free and clear of all liens, except the liens being released contemporaneously with such delivery and transfer or certain immaterial permitted liens. The Transferor hereby covenants to defend title to the Equipment and the Lease against demands of all persons whomever based on claims originating prior to the delivery of the Equipment.

8. This instrument shall be binding upon the Transferee and the Transferor, their respective successors and assigns, for the use and purposes set forth and referred to herein, effective as of the date hereof.

9. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE LAW OF CONFLICT OF LAWS THEREOF (EXCEPT FOR SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). THE BILL OF SALE CONTAINED IN THIS AGREEMENT IS DELIVERED BY THE TRANSFEROR TO THE TRANSFEE IN ST. CHARLES, MISSOURI.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale and Assignment and Assumption Agreement to be executed as of the date first above written.

ACF ACCEPTANCE X LLC

By: ACF ACCEPTANCE LLC, Member

By: ACF INDUSTRIES LLC, Member

By: 

Name: Robert J. Mitchell

Title: Senior Vice President - Finance

ACF ACCEPTANCE LLC

By: ACF INDUSTRIES LLC, Member

By: 


Name: Robert J. Mitchell

Title: Senior Vice President - Finance

[Signature Page to the Assignment and Assumption and Bill of Sale Agreement re Corn Products International Lease dated as of June 1, 2001]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of October, 2004, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides in Nassau County, New York, and is Senior Vice President of Finance of the Member of ACF Acceptance LLC; that said instrument was signed on the date hereof on behalf of said company by authority of its managing member; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.




Notary Public

YEYUEN YEH
Notary Public, State of New York
No. 00516656
Qualified in New York County
Commission Expires August 21, 2006

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of October, 2004, before me, personally appeared Robert J. Mitchell to me personally known, who being by me duly sworn, says that he resides in Nassau County, New York, and is Senior Vice President of Finance of the Member of the Member of ACF Acceptance X LLC; that said instrument was signed on the date hereof on behalf of said company by authority of its managing member; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Notary Public

YEYUEN YEH
Notary Public, State of New York
No. 00516656
Qualified in New York County
Commission Expires August 21, 2006

SCHEDULE A

DESCRIPTION OF EQUIPMENT

Each of the special purpose railcars with the reporting marks and road numbers and Association of American Railroads designation numbers set forth in this Schedule A.

Rptg Mark	Car Number	Code	Contract
CCLX	52000	1695	Lease Supplement # 1
CCLX	52001	1695	Lease Supplement # 1
CCLX	52002	1695	Lease Supplement # 1
CCLX	52003	1695	Lease Supplement # 1
CCLX	52004	1695	Lease Supplement # 1
CCLX	52005	1695	Lease Supplement # 1
CCLX	52006	1695	Lease Supplement # 3
CCLX	52007	1695	Lease Supplement # 1
CCLX	52008	1695	Lease Supplement # 1
CCLX	52009	1695	Lease Supplement # 1
CCLX	52010	1695	Lease Supplement # 1
CCLX	52011	1695	Lease Supplement # 1
CCLX	52012	1695	Lease Supplement # 1
CCLX	52013	1695	Lease Supplement # 1
CCLX	52014	1695	Lease Supplement # 1
CCLX	52015	1695	Lease Supplement # 1
CCLX	52016	1695	Lease Supplement # 1
CCLX	52017	1695	Lease Supplement # 1
CCLX	52018	1695	Lease Supplement # 1
CCLX	52019	1695	Lease Supplement # 2
CCLX	52020	1695	Lease Supplement # 1
CCLX	52021	1695	Lease Supplement # 1
CCLX	52022	1695	Lease Supplement # 2
CCLX	52023	1695	Lease Supplement # 3
CCLX	52024	1695	Lease Supplement # 2
CCLX	52025	1695	Lease Supplement # 3
CCLX	52026	1695	Lease Supplement # 1
CCLX	52027	1695	Lease Supplement # 3
CCLX	52028	1695	Lease Supplement # 1
CCLX	52029	1695	Lease Supplement # 1
CCLX	52030	1695	Lease Supplement # 1
CCLX	52031	1695	Lease Supplement # 1
CCLX	52032	1695	Lease Supplement # 1
CCLX	52033	1695	Lease Supplement # 1
CCLX	52034	1695	Lease Supplement # 2
CCLX	52035	1695	Lease Supplement # 1
CCLX	52036	1695	Lease Supplement # 2
CCLX	52037	1695	Lease Supplement # 2
CCLX	52038	1695	Lease Supplement # 2
CCLX	52039	1695	Lease Supplement # 1
CCLX	52040	1695	Lease Supplement # 1
CCLX	52041	1695	Lease Supplement # 1
CCLX	52042	1695	Lease Supplement # 2
CCLX	52043	1695	Lease Supplement # 1
CCLX	52044	1695	Lease Supplement # 1
CCLX	52045	1695	Lease Supplement # 1
CCLX	52046	1695	Lease Supplement # 2
CCLX	52047	1695	Lease Supplement # 1
CCLX	52048	1695	Lease Supplement # 2
CCLX	52049	1695	Lease Supplement # 1
CCLX	52050	1695	Lease Supplement # 1
CCLX	52051	1695	Lease Supplement # 1
CCLX	52052	1695	Lease Supplement # 2
CCLX	52053	1695	Lease Supplement # 2
CCLX	52054	1695	Lease Supplement # 1

Rptg Mark	Car Number Code Contract
CCLX	52055 1695 Lease Supplement # 1
CCLX	52056 1695 Lease Supplement # 1
CCLX	52057 1695 Lease Supplement # 1
CCLX	52058 802
CCLX	52059 1695 Lease Supplement # 2
CCLX	52060 1695 Lease Supplement # 1
CCLX	52061 1695 Lease Supplement # 1
CCLX	52062 1695 Lease Supplement # 1
CCLX	52063 1695 Lease Supplement # 1
CCLX	52064 1695 Lease Supplement # 1
CCLX	52065 1695 Lease Supplement # 1
CCLX	52066 1695 Lease Supplement # 1
CCLX	52067 1695 Lease Supplement # 1
CCLX	52068 1695 Lease Supplement # 1
CCLX	52069 1695 Lease Supplement # 1
CCLX	52070 1695 Lease Supplement # 1
CCLX	52071 1695 Lease Supplement # 1
CCLX	52072 1695 Lease Supplement # 1
CCLX	52073 1695 Lease Supplement # 1
CCLX	52074 1695 Lease Supplement # 1
CCLX	52075 1695 Lease Supplement # 1
CCLX	52076 1695 Lease Supplement # 1
CCLX	52077 1695 Lease Supplement # 1
CCLX	52078 1695 Lease Supplement # 1
CCLX	52079 1695 Lease Supplement # 1
CCLX	52080 1695 Lease Supplement # 1
CCLX	52081 1695 Lease Supplement # 1
CCLX	52082 1695 Lease Supplement # 1
CCLX	52083 1695 Lease Supplement # 1
CCLX	52084 1695 Lease Supplement # 1
CCLX	52085 1695 Lease Supplement # 1
CCLX	52086 1695 Lease Supplement # 1
CCLX	52087 1695 Lease Supplement # 1
CCLX	52088 1695 Lease Supplement # 1
CCLX	52089 1695 Lease Supplement # 1
CCLX	52090 1695 Lease Supplement # 1
CCLX	52091 1695 Lease Supplement # 1
CCLX	52092 1695 Lease Supplement # 1
CCLX	52093 1695 Lease Supplement # 1
CCLX	52094 1695 Lease Supplement # 1
CCLX	52095 1695 Lease Supplement # 2
CCLX	52096 1695 Lease Supplement # 2
CCLX	52097 1695 Lease Supplement # 1
CCLX	52098 1695 Lease Supplement # 1
CCLX	52099 1695 Lease Supplement # 2
CCLX	52100 1695 Lease Supplement # 2
CCLX	52101 1695 Lease Supplement # 2
CCLX	52102 1695 Lease Supplement # 2
CCLX	52103 1695 Lease Supplement # 2
CCLX	52104 1695 Lease Supplement # 1
CCLX	52105 1695 Lease Supplement # 2
CCLX	52106 1695 Lease Supplement # 1
CCLX	52107 1695 Lease Supplement # 1
CCLX	52108 1695 Lease Supplement # 2
CCLX	52109 1695 Lease Supplement # 2

Rptg Mark	Car Number Code Contract
CCLX	52110 1695 Lease Supplement # 2
CCLX	52111 1695 Lease Supplement # 2
CCLX	52112 1695 Lease Supplement # 2
CCLX	52113 1695 Lease Supplement # 2
CCLX	52114 1695 Lease Supplement # 1
CCLX	52115 1695 Lease Supplement # 1
CCLX	52116 1695 Lease Supplement # 2
CCLX	52117 1695 Lease Supplement # 2
CCLX	52118 1695 Lease Supplement # 1
CCLX	52119 1695 Lease Supplement # 1
CCLX	52120 1695 Lease Supplement # 1
CCLX	52121 1695 Lease Supplement # 2
CCLX	52122 1695 Lease Supplement # 2
CCLX	52123 1695 Lease Supplement # 2
CCLX	52124 1695 Lease Supplement # 2
CCLX	52125 1695 Lease Supplement # 2
CCLX	52126 1695 Lease Supplement # 2
CCLX	52127 1695 Lease Supplement # 2
CCLX	52128 1695 Lease Supplement # 3
CCLX	52129 1695 Lease Supplement # 3
CCLX	52130 1695 Lease Supplement # 3
CCLX	52131 1695 Lease Supplement # 3
CCLX	52132 1695 Lease Supplement # 3
CCLX	52133 1695 Lease Supplement # 3
CCLX	52134 1695 Lease Supplement # 3
CCLX	52135 1695 Lease Supplement # 3
CCLX	52136 1695 Lease Supplement # 3
CCLX	52137 1695 Lease Supplement # 3
CCLX	52138 1695 Lease Supplement # 3
CCLX	52139 1695 Lease Supplement # 3
CCLX	52140 1695 Lease Supplement # 3
CCLX	52141 1695 Lease Supplement # 3
CCLX	52142 1695 Lease Supplement # 3
CCLX	52143 1695 Lease Supplement # 3
CCLX	52144 1695 Lease Supplement # 3
CCLX	52145 1695 Lease Supplement # 3
CCLX	52146 1695 Lease Supplement # 3
CCLX	52147 1695 Lease Supplement # 3
CCLX	52148 1695 Lease Supplement # 3
CCLX	52149 1695 Lease Supplement # 3
CCLX	52150 1695 Lease Supplement # 4
CCLX	52151 1695 Lease Supplement # 4
CCLX	52152 1695 Lease Supplement # 4
CCLX	52153 1695 Lease Supplement # 4
CCLX	52154 1695 Lease Supplement # 4
CCLX	52155 1695 Lease Supplement # 4
CCLX	52156 1695 Lease Supplement # 4
CCLX	52157 1695 Lease Supplement # 4
CCLX	52158 1695 Lease Supplement # 4
CCLX	52159 1695 Lease Supplement # 4
CCLX	52160 1695 Lease Supplement # 4
CCLX	52161 1695 Lease Supplement # 4
CCLX	52162 1695 Lease Supplement # 4
CCLX	52163 1695 Lease Supplement # 4
CCLX	52164 1695 Lease Supplement # 4

Rptg Mark	Car Number	Code	Contract
CCLX	52165	1695	Lease Supplement # 4
CCLX	52166	1695	Lease Supplement # 4
CCLX	52167	1695	Lease Supplement # 4
CCLX	52168	1695	Lease Supplement # 4
CCLX	52169	1695	Lease Supplement # 4
CCLX	52170	1695	Lease Supplement # 4
CCLX	52171	1695	Lease Supplement # 4
CCLX	52172	1695	Lease Supplement # 4
CCLX	52173	1695	Lease Supplement # 4
CCLX	52174	1695	Lease Supplement # 4
CCLX	52175	1695	Lease Supplement # 5
CCLX	52176	1695	Lease Supplement # 5
CCLX	52177	1695	Lease Supplement # 5
CCLX	52178	1695	Lease Supplement # 5
CCLX	52179	1695	Lease Supplement # 5
CCLX	52180	1695	Lease Supplement # 5
CCLX	52181	1695	Lease Supplement # 5
CCLX	52182	1695	Lease Supplement # 5
CCLX	52183	1695	Lease Supplement # 5
CCLX	52184	1695	Lease Supplement # 5
CCLX	52185	1695	Lease Supplement # 5
CCLX	52186	1695	Lease Supplement # 5
CCLX	52187	1695	Lease Supplement # 5
CCLX	52188	1695	Lease Supplement # 5
CCLX	52189	1695	Lease Supplement # 5
CCLX	52190	1695	Lease Supplement # 5
CCLX	52191	1695	Lease Supplement # 5
CCLX	52192	1695	Lease Supplement # 5
CCLX	52193	1695	Lease Supplement # 5
CCLX	52194	1695	Lease Supplement # 5
CCLX	52195	1695	Lease Supplement # 6
CCLX	52196	1695	Lease Supplement # 6
CCLX	52197	1695	Lease Supplement # 6
CCLX	52198	1695	Lease Supplement # 6
CCLX	52199	1695	Lease Supplement # 6
CCLX	52200	1695	Lease Supplement # 6

201 Cars